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UNITY FOR A BETTER COMMUNITY
9850 Eastdell Street St. Louis, MO 63136 U4ABC@aol .com 314 581-0009

Effective Date: August 1, 2024

Red Brick Songs Inc.
on behalf of Patti Collins
Bootsy Collins Foundation
PO Box 44158
Cincinnati, OH 45244

Dear Patti,

Re: Licensing Agreement for Song Usage in Unity Funkathon Awareness Campaign

It has been a great collaboration this year, bringing the funk community back together in the name of peace. I am writing to propose a licensing agreement for the purpose of using your goodwill song Unity (the "Work"), composed by William Earl Collins, Melvin Gentry Jr., Melvin Gentry, Shirley Murdock, of which you control twenty-five percent (25%) of the publishing rights via Rubber Band Music (BMI), and fifty (50%) percent of the recording, for our Juneteenth Jubilee public awareness campaign entitled the Unity Funkathon. As discussed in our previous communications, we believe that this song is a perfect fit for our campaign, which aims to raise awareness and funds for our global food security, time banking and peacemaking initiatives.

We have thoroughly reviewed the Work and believe that its lyrics, melody, and overall composition align closely with the messaging and objectives of our campaign. We are excited about the potential impact this collaboration can have in reaching a wider audience and creating a positive change in society.

Outlined below are the terms and conditions of the proposed licensing agreement:

1. Grant of License:

    a. The licensor, Red Brick Songs Inc. on behalf of Rubber Band Music (the "Licensor"), grants the licensee, Unity for A Better Community (the "Licensee"), a non-exclusive, worldwide license to use the Work in connection with our awareness campaign.
    b. The license permits the usage of the Work in various mediums, including but not limited to television, radio, online platforms, social media, live events, and any other promotional materials and remixes directly related to the campaign. Licensee will provide Licensor with written details of all media usage of the Work, as required by Licensor to collect royalties from music publishing collectives.
    c. Notwithstanding anything to the contrary contained herein, no rights of any nature shall pass to the Licensee hereunder unless and until the Licensee has obtained a fully executed companion license for the use of the Work that is the subject of this license agreement from the administrator of the share that is not administered by Publisher.
    d. Any and all rights not specifically granted herein are hereby expressly reserved by and to the Publisher.

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2. Duration:

   The license shall be valid for a period of two years, starting from the effective date of this agreement, unless otherwise terminated by either party in accordance with the termination clause outlined in Section 4.

3. Compensation:

   In consideration for the license granted, the Licensee agrees to pay the Licensor a one-time licensing fee of Fifty Thousand (50,000.00) Spurt Units (digital currency time banking credits) together with title sponsorship consideration on the Unity Funkathon (the ‘License Fee”).

4. Termination:

   Either party may terminate this agreement upon written notice if:

   a. The other party breaches any material provision of this agreement and fails to cure such breach within 30 days of receiving written notice specifying the breach; or
   b. Either party becomes bankrupt, insolvent, or unable to meet its financial obligations.
   c. Upon termination, Licensee shall immediately cease using the Work in all media.

5. Credit and Attribution:

   The Licensee agrees to appropriately credit the Licensor as the owner of the Work in all mediums of usage, including but not limited to audio credits, video descriptions, and promotional materials associated with the campaign. The credit shall be given in the following format: "Unity" ** by Bootsy Collins.

6. Indemnification:

   The Licensee agrees to indemnify and hold harmless the Licensor from any claims, damages, or liabilities arising out of or related to the use of the Work in the campaign, reduced to a final non-appealable judgement or mutually approved binding settlement, including but not limited to any claims of copyright infringement or unauthorized usage and limited to the total amount of the License Fee paid to Licensor hereunder.

7. Reserved Rights:

   Licensor retains ownership of all rights in the Work except as expressly granted herein. Licensor reserves the rights to use and license the Work itself in any media/format, and to create derivative works. Licensor may allow third parties to use the Work. This Agreement grants Licensee the right to use the Work as delivered and to create remixes/edits thereof for the permitted uses only. Unless otherwise agreed in writing, Licensee may not create works based upon substantial portions of the Work, such as arrangements, translations or motion picture versions, without Licensor's consent on a case-by-case basis.

8. Governing Law:

   This agreement shall be governed by and construed in accordance with the laws of California. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts in Los Angeles, California.

Please review the terms and conditions stated above, and if they are acceptable, kindly sign and return a copy of this agreement. Upon receipt of the signed agreement, we will proceed with the necessary steps to complete the licensing process.

We are thrilled about the potential collaboration and look forward to making a meaningful

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impact together. If you have any questions or require further clarification, please do not hesitate to contact me at U4ABC@aol.com or +1 (314) 581-0009 (Cell). Thank you for your attention to this matter.

Gerald Higginbotham

Gerald Higginbotham
Unity for a Better Community
Executive Director

Agreed and Accepted as of the effective date:

Red Brick Songs Inc.
obo Rubber Band Music (BMI)

DocuSigned by:
Jennifer Mitchell
AB7C58592469403...

Jennifer Mitchell